

**IN THE JUSTICE OF THE PEACE COURT OF THE STATE OF DELAWARE  
IN AND FOR SUSSEX COUNTY  
COURT NO. 17**

**COURT ADDRESS:  
23730 SHORTLY ROAD  
GEORGETOWN DE 19947**

**CIVIL ACTION NO: JP17-11-001215**

**MISPILLION III VS TEREATHA STEVENS**

**SYSTEM ID: @2361689  
TEREATHA STEVENS  
1408 MISPELLION APTS  
MILFORD DE 19963**

**Appearances:** Sharonda Knight represented the plaintiff under  
Supreme Court Rule 57.  
The defendant appeared *pro se*.

**Before:** Alan G. Davis, Chief Magistrate; Sheila G. Blakely,  
Deputy Chief Magistrate and John C. Martin,  
Justice of the Peace

Martin for the Court

**NOTICE OF JUDGMENT/ORDER**

The Court has entered a judgment or order in the following form:

On March 4, 2011 the plaintiff filed this action seeking to recover possession of the rental unit located at 1408 Mispillion Apartments, Milford, Delaware and reimbursement for property damage of \$54.22. On March 21, 2011 a trial was held and judgment was entered on behalf of the plaintiff. On March 28, 2011 the defendant filed a timely appeal pursuant to 25 Del.C. §5717 and a trial *de novo* was held on April 11, 2011. This is the decision of the three Judge Panel hearing the appeal.

**HISTORY**

Ms. Knight testified that the defendant has been a tenant at Mispillion Apartments since February 2008. By letter dated December 28, 2010 the defendant was notified that her lease would not be renewed at its expiration due to non-compliance with her lease agreement. The letter cited portions of the lease's conduct policy and the defendant's responsibility for her guests as the basis for this decision. The letter also cited three occasions in 2010 when the defendant was sent violation notices concerning noise, bad conduct and damage to property by her guests. The damage concerned the lock on a storage area with the cost of repairs totaling \$54.22. The charge for these repairs remains unpaid.

The defendant was given until February 28, 2011 to vacate the property. When she did not vacate, this action was filed.

Ms. Knight also testified that each violation letter sent to the defendant contained a requirement that the conduct specified therein must be corrected or the defendant's lease could be terminated. Each letter also contained information about how the violation notice could be appealed through a hearing process. The defendant did not request a hearing for any of the notices. According to the U.S. Department of Agriculture Office of Rural Development Regulations that apply to this property, if a tenant does not request a hearing on a violation notice, the landlord's disposition of that notice "will become final".

A resident of this apartment complex testified about the continuing noise problems coming from the defendant's unit caused by her guests. This resident has filed approximately thirty complaints with the management of the apartments because of this noise. The Assistant Property Manager at this complex testified about an occasion in January 2011 when the noise coming from the defendant's second floor unit was so loud, it could be heard from the ground level sidewalk outside.

Three witnesses testified about their visits to the defendant's unit and the practice of leaving young children with the defendant. The defendant testified that she has a medical condition that requires her to have "people around (her) 24 hours a day". She said that she is not a noisy person and always tries to be a good neighbor.

#### DISCUSSION

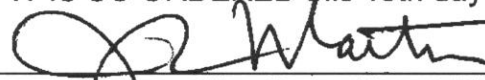
The Court finds that there is abundant evidence that the persons who visit the defendant's home have caused repeated noise and other problems that have been reported to the apartment's management. The defendant was given ample notice of these problems, which were violations of her lease, and her responsibility for her guests but the problems continued. The Office of Rural Development Regulations published at 7 CFR 3560.159 (a)(1)(i) allow a lease to be terminated for "Violations of lease provisions or occupancy rules that are substantial and/or repeated".

The Court finds that the plaintiff's determination to terminate the defendant's lease was carried out in full compliance with applicable law and Regulations and was justified by a preponderance of the evidence presented.

#### ORDER

Therefore, after considering all the evidence presented, the Court enters judgment on behalf of the plaintiff and against the defendant. Possession of the rental property is awarded to the plaintiff along with a monetary judgment of \$54.22, court costs of \$42.00 and post judgment interest at the legal rate of 5.75% per annum.

IT IS SO ORDERED this 19th day of April, 2011

  
Justice of the Peace/Court Officer

